|  |  |
| --- | --- |
| **Document name:** | Advisory Agreement |
| **Document Summary:** | Advisory Agreement pursuant to which the service provider is providing certain advisory services to the customer. |
| **PLEASE READ:**      *This precedent has been prepared by Al Tamimi & Company without reference to any particular matter, transaction or set of facts.  Substantive changes to this precedent may be required to adapt it to the requirements of a specific client or matter.  As of the date of publication, this template has been drafted pursuant to all applicable legislation and statutes. Laws and/or procedures may have changed since this precedent was published.*      ***NOTE: THIS IS A BASIC SAMPLE ONLY AND SPECIFIC ADVICE SHOULD BE SOUGHT FROM COUNSEL DULY LICENSED TO OPINE ON THE LAWS OF THE UNITED ARAB EMITRATES PRIOR TO A PARTY ENTERING INTO SUCH AN AGREEMENT.*** | |
| **Notes:**   1. The draft contemplates the governing law to be UAE law. 2. This is an example of a long-term advisory arrangement. 3. The advisor is paid an annual fee, payable monthly in arrears. 4. As part of the services, the advisor will nominate and make available to the customer certain specific personnel. | |

**ADVISORY AGREEMENT**

**THIS AGREEMENT** made this day of 20[ ].

**BETWEEN**:

1. \_\_\_\_\_, (hereinafter referred to as “**Advisor**”), a \_\_\_\_\_ company with tax no. \_\_\_\_\_ and registered office in \_\_\_\_\_ duly represented herein by \_\_\_\_\_; and
2. \_\_\_\_\_, (hereinafter referred to as “**Customer**”), a \_\_\_\_\_ company with tax no. \_\_\_\_\_ and registered office in \_\_\_\_\_ duly represented herein by \_\_\_\_\_

(Advisor and Customer are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”)

**WHEREAS:**

A. Customer wishes to benefit from various advisory services and assistance from Advisor to be provided by suitable personnel in accordance with the terms and conditions below.

B. Advisor has the structure and means to provide a certain number of advisory services to Customer and is willing to make appropriate personnel available to perform such services for the benefit of Customer in accordance with the terms and conditions herein.

**NOW THEREFORE** it is agreed by and between the Parties as follows:

**1. ADVISORY SERVICES**

* 1. Advisor hereby agrees to provide to Customer the following advisory services (collectively, the “**Services**”):
     1. [insert];
     2. [insert]; and
     3. [insert].
  2. During the term of this agreement, skilled personnel (the **"Personnel"**) shall be made available by Advisor to Customer for a mutually agreed upon time per month.
  3. Each of the Personnel shall be required to attend the offices of Customer whenever necessary, or such other place or places as reasonably requested by Customer, to carry out their duties in accordance with this agreement.

1. **REPLACEMENT OF PERSONNEL**

In the event that the Customer is dissatisfied with the performance by any of the Personnel of the Services to be performed by such person, Customer shall be entitled to request that such person no longer provide any Services and, if further requested by Customer, that such person be replaced for the purposes of this agreement by Advisor with a person of suitable seniority and experience

1. **FEES**

Subject to clause 5.2, in consideration of Advisor agreeing to make available the Personnel to provide those Services as contemplated by this agreement, Customer agrees to pay Advisor an annual fee of [insert amount], such amount payable in equal monthly installments in arrears within ten (10) days of the end of each calendar month.

1. **EMPLOYMENT OF THE PERSONNEL**

The Parties acknowledge and agree that the Personnel shall, at all times during which they are required to provide services to Customer as contemplated by this agreement, remain employed by Advisor and Advisor shall be solely responsible for any and all amounts due to the Personnel in their capacity as employees of Advisor, whether under their employment contracts or otherwise.

1. **DURATION OF AGREEMENT AND TERMINATION**
   1. This Agreement shall come into effect on the date appearing at the beginning of this agreement and shall continue thereafter for a period of one (1) year (**“Duration”**) and provided that Customer may terminate this Agreement at any time by giving to the other not less than three (3) months' prior notice in writing.
   2. In the absence of any earlier termination under clause 5.1 or as a result of agreement by the Parties, this agreement shall terminate upon the expiry of the Duration.
   3. This agreement shall terminate forthwith and at any time without the need for notice of termination or other legal proceedings upon the happening of any of the following:
      1. If either Party shall commit a breach of any of its terms, conditions and provisions as contained herein and shall fail to remedy such breach within thirty (30) days of the other requiring it to do so; or
      2. If either Party shall enter into liquidation whether compulsory or voluntary (not being a voluntary liquidation for the purpose of reconstruction or amalgamation) or commit any act of bankruptcy or insolvency or compounds or arranges with its creditors; or
      3. If Customer shall cease to carry on its business or substantially the major part thereof.
2. **WAIVER**

The failure of either Party to enforce at any time any of the provisions hereof or any right with respect thereto shall not be construed to be a waiver of such provisions of a waiver of the right of such Party thereafter to enforce any such provision or right.

1. **NOTICES**

* 1. Any notice to be served under this Agreement may be delivered by hand (with receipt confirmed in writing) or sent by registered courier to the Party to be served at its address set out in the preamble of this Agreement or as otherwise agreed between the Parties in writing.
  2. All such notices or communications will be deemed to have been duly given or made:-
     1. when delivered by hand; or
     2. upon delivery by registered courier,

provided always that if such notice is given on a day other than a business day the notice will be deemed to have been given on the next day which is a business day. “Business day for purposes of this clause shall mean a day on which banks are open for normal business in the UAE.

1. **No partnership or agency**

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties, nor constitute either Party constituting or becoming in any way the agent of the other Party for any purpose.

1. **ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous verbal or written agreements and negotiations between the Parties and this Agreement, including this clause, may only be modified or amended if mutually agreed in writing and signed by the duly authorised representatives of the Parties.

1. **FORCE MAJEURE**
   1. Neither of the Parties to this Agreement shall be responsible to any other Party for any delay in performance or non-performance of its obligations hereunder due to any cause beyond its reasonable control, but the affected Party shall promptly upon the occurrence of any such cause so inform the other Party in writing, and thereafter such Party shall use reasonable endeavours to comply with the terms of this Agreement as fully and as promptly as possible.
   2. If performance of the Agreement is suspended under this clause for more than [eight (8) consecutive weeks] either Party may by notice in writing to the other terminate this Agreement and without the need to obtain a court order.
2. **INVALIDiTY**

If any Party of this Agreement is determined to be invalid, unenforceable or illegal the remainder shall be enforceable to the maximum extent possible.

1. **SEVERABILITY**

If any part of the Agreement becomes invalid, illegal or unenforceable the parties shall in such an event negotiate in good faith in order to agree the terms of a mutu­ally satisfactory provision to be substituted for the invalid, illegal or unenforcea­ble provision which as nearly as possible validly gives effect to their intentions as expressed in the Agreement. Failure to agree on such a provision within six months of commencement of those negotiations shall result in automatic termina­tion of the Agreement. The obligations of the parties under any invalid, illegal or unenforceable provision of the agreement shall be suspended during such a nego­tiation.

1. **REPRESENTATION**

The Parties represent that they are legally entitled and empowered to perform all aspects of this Agreement and that they will take steps necessary to comply with the law and the diligent performance of all aspects of this Agreement the performance of their obligations hereunder to the other Party. The failure of any Party to comply with any legal requirements for any cause shall not discharge it from any of its obligation under the terms of this Agreement.

1. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

1. **Costs**

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

1. **Language**
   1. Any notice given in connection with this Agreement must be in Arabic Language.
   2. Any other document provided in connection with this Agreement must be:
      1. in Arabic Language; or
      2. (unless the Parties otherwise agree)
2. **Governing Law and Arbitration**
   1. This agreement shall be governed and construed in accordance with the laws of the United Arab Emirates.
   2. The Parties shall endeavor to resolve all disputes or differences in relation to this agreement through good faith negotiations.
   3. Any dispute arising out of or in connection with the formation, performance, interpretation, nullification, termination or invalidation of this agreement or arising there from or related thereto in any manner whatsoever which has not been resolved pursuant to clause 17.2 above within the 5 (five) days, shall be subject of the exclusive jurisdiction of the UAE courts.

**IN WITNESS WHEREOF** the Parties to this agreement have executed this agreement as of the date and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by

For and on behalf of

Advisor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by

For and on behalf of

**Customer**